

# EXHIBIT A

## RANDALL S. D. JACOBS, PLLC

RANDALL S. D. JACOBS, J. D., LL.M. (CORP.)  
ADMITTED IN:  
THE STATE OF NEW YORK  
UNITED STATES DISTRICT COURTS, SDNY & EDNY  
THE 2<sup>ND</sup> CIRCUIT COURT OF APPEALS  
THE 9<sup>TH</sup> CIRCUIT COURT OF APPEALS  
THE SUPREME COURT OF THE UNITED STATES

- ATTORNEY AT LAW -  
NEW YORK OFFICE:  
30 WALL STREET, 8<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10005-3817  
TELEPHONE: (212) 709-8116  
FACSIMILE: (973) 226-8897  
CONFERENCE LINE: (712) 832-8320  
[WWW.CHAPTER11ESQ.COM](http://WWW.CHAPTER11ESQ.COM)

NEW JERSEY  
5 HAMPTON COURT  
NORTH CALDWELL  
NEW JERSEY 07006-4701  
TELEPHONE: (973) 226-3301  
FACSIMILE: (973) 226-8897

WRITER'S DIRECT EMAIL:  
[rsdjacobs@chapter11esq.com](mailto:rsdjacobs@chapter11esq.com)

March 20, 2017

**VIA CERTIFIED MAIL: R.R.R.**  
**No. 9414711899564337537309**

International Professional Services, Inc.  
d/b/a PSC, Inc. and PSCF, Inc.  
1979 Marcus Avenue  
New Hyde park NY 11042  
Attn: Joel Nazareno

Re: Nulook Capital LLC

Dear Mr. Nazareno:

With respect to the Revolving Credit Agreement (the "Loan Agreement") dated May 22, 2014 between MCA Capital, LLC and Nulook Capital LLC ("Nulook" or "Borrower") of which you are well aware as NuLooks' bank account servicing agent.

As you are aware, IPSC, Inc. and/or PSCF, Inc. (referred to hereinafter as "You") have been servicing NuLook's financing of merchants accounts and have had access to and control over its bank accounts receiving ACH credits and other cash payments received by its bank from its financed merchants.

As you were made aware long ago, GWG MCA Capital, Inc. ("GWG MCA" or "Lender") purchased the assets of MCA Capital, LLC, including the Loan Agreement and is fully secured in all of Nulook's Cash Proceeds. According to the Loan Agreement, GWGMCA holds a "first priority, perfected security interest and lien" in and to the Collateral. Both NuLook and GWG MCA reserve their respective rights to pursue all remedies under the Loan Agreement and applicable law, including the right to seek the disgorgement of the non-ordinary course payments from the recipients thereof. Such rights obviously supercede any claims You may have against NuLook.

It has come to our attention that You (or IPSC, Inc. or PSCF, Inc.) appear to have been directly responsible for the wrongful diversion of Cash Proceeds from Nulook's bank accounts

**RANDALL S. D. JACOBS, PLLC**

Joel Nazareno  
PSC, Inc. and PSCF, Inc.  
January 29, 2016  
Page 2

without notice to NuLook or GWGMCA in clear violation of GWG MCA's recorded, first priority security interest in such Cash Proceeds and applicable law.

Specifically, as of February 16, 2017 all payments due from NuLook to GWGMCA ceased and its Collateral may have been impaired by what appears to have been Your unlawful conversion of NuLook's Cash Proceeds to Yourself. Your wrongful conduct in the conversion of all NuLook's Cash Proceeds is a serious breach of NuLook's obligations to its Lender and constitutes a material adverse event with respect to NuLook for which You are directly responsible.

Your wrongful conduct as of March 15, 2017, has caused GWGMCA and NuLook direct consequential damages arising GWGMCA's acceleration of NuLook's amount due under its Loan Agreement to \$2,073,398.13, with interest continues to accrue on this amount at the default interest rate specified in the Loan Agreement or the maximum amount allowed by law.

Demand is hereby made for the full and immediate repayment of the all Cash Proceeds in any form diverted by You from NuLook plus the cost and expenses associated with this action, including reasonable attorneys' fees.

You are hereby directed to immediately remit all payments intended for NuLook received from T\$\$, LLC d/b/a ACHWorks, or any other collection agencies or credit card companies since February 1, 2017 through your own or others' collections process, whether such payment is received through Automated Clearing House ("ACH"), cash, check or wire transfer to my office to my attention.

You are further directed to cease and desist from any further unlawful conversion of NuLook's Cash Proceeds. Please be advised that Lender also intends to seek indemnification from Borrower as contemplated by law for any litigation related or other expenses NuLook and or/lender may incur as a result of Your wrongful conduct, for which NuLook and Lender will hold You responsible.

Please be guided accordingly and direct all future correspondence in this matter to the undersigned.

Very truly yours,

Randall S. D. Jacobs

RSDJ/zo

cc: Edward Stone, Esq., Counsel to GWGMCA Capital Inc.  
Anthony Manning, Pres. NuLook Capital, LLC